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PAROL TRUSTS IN REAL ESTATE.—The vesting of a title to real property of a married woman in her husband at her death, because of his refusal to procure some one to draw her will, by which she wished to devise the land to third persons, is held in *Ransdel v. Moore* (Ind.), 53 L. R. A. 753, to be a sufficient consideration for his promise to hold it in trust for them, so that they may enforce the promise.

See 7 Va. Law Register, 15.

FEDERAL JURISDICTION—AMOUNT IN CONTROVERSY.—The amount claimed in the declaration or complaint and not the amount of the recovery is the test of jurisdiction; and the fact that a sum in excess of \$2,000, exclusive of interest and costs, is claimed, gives the circuit court jurisdiction, unless the excessive demand was made in bad faith for no other purpose than to give jurisdiction. *Washington Co. v. Williams*, 111 Fed. 801. Citing *Bank v. Bradley*, 19 C. C. A. 206, 72 Fed. 867, 36 U. S. App. 519.

ABORTION—OPINION EVIDENCE.—Upon the trial of the defendant, a physician, for the crime of abortion, the witness, the subject of the alleged abortion, was asked against the objection of the defendant the question, "Why was he operating upon you, if you knew?" Upon her replying that it was for the purpose of producing a miscarriage, she was asked, "Was that the reason that medicine was also given you by the doctor?" To which she replied in the affirmative. *Held*, opinion evidence and inadmissible. *State v. Pierce* (Minn.), 88 N. W. 417.

LIFE INSURANCE—WIFE'S RIGHT TO INSURE HUSBAND'S LIFE.—An insurance company is held in *Metropolitan L. Ins. Co. v. Smith* (Ky.), 53 L. R. A. 817, to be liable to a husband for the amount of premiums received by it from his wife for insurance on his life, where the policy was taken without his knowledge, and the money was paid by her out of funds with which he had provided her for household expenses.

With this case is a note reviewing the authorities as to the wife's right to insure the life of her husband.

TELEGRAPH COMPANIES—EXTENT OF AGENT'S KNOWLEDGE.—An agent of a telegraph company in charge of an office at which a message is tendered for transmission is held in *Sweet v. Postal Telegraph Cable Company* (R. I.), 53 L. R. A. 732, not to be bound to know the time of closing of the terminal office, so as to charge the company with negligence in case the message is received after such office is closed.

The liability of the telegraph company sending message to office after hours of closing is considered in a note to this case.

NEGOTIABLE INSTRUMENTS—SALE OF COLLATERAL NOTE.—The sale of a note held as collateral to another, without notice to the maker of the principal note, is held in *Moses v. Grainger* (Tenn.), 53 L. R. A. 857, to be illegal when made four years after the principal note has matured, and has been reduced to a small part of its original amount, although the contract of pledge expressly provides that in case of default the collateral may be sold without notice.

The rights of pledgor and pledgee in respect to sale of collateral bonds and commercial paper are considered in a note to this case.